

<b>SOLICITATION/CONTRACT</b> BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27.			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO A7</b>	PAGE 1 OF <b>49</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER <b>DCA100-98-R-0001</b>		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		6. SOLICITATION ISSUE DATE <b>16 JAN 98</b>
7. ISSUED BY <b>DEFENSE INFORMATION SYSTEMS AGENCY DITCO-NCR/CODE DTN 701 SO.COURT HOUSE ROAD, BLDG T-504 ARLINGTON VA 22204-2199 BUYER: NANCY MCCLAIN/DTN1/[703]607-6916</b> NO COLLECT CALLS			CODE <b>HC1001</b>	8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS SIC: <b>7379</b> SIZE STANDARD: <b>\$18 MILLION</b> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER			

9. (AGENCY USE)

**SOLICITATION: SEALED OFFERS WILL BE RECEIVED AT THE ISSUING OFFICE UNTIL 02:00 PM LOCAL TIME ON 1 MARCH 1998. LATE OFFERS ARE SUBJECT TO LATE PROPOSAL PROVISIONS INCORPORATED HEREIN.**

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES		<b>SECURE VIDEO TELECONFERENCING SYSTEM - MAINTENANCE AND ENGINEERING</b>					
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ * _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.				12. ADMINISTERED BY _____ CODE _____			
13. CONTRACTOR OFFEROR _____ CODE _____ FACILITY CODE _____				14. PAYMENT WILL BE MADE BY _____ CODE _____			
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:			
15. PROMPT PAY DISCOUNT				16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (C) ( ) <input type="checkbox"/> 41 U.S.C. 253 (C) ( )			

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	<b>THE ACCEPTANCE PERIOD IN BLOCK 11 ABOVE IS HEREBY CHANGED FROM 60 TO 180 CALANDER DAYS.</b>  <b>ENTER PRICES IN SECTION B. USE TYPEWRITER OR BLACK INK.</b>				

23. ACCOUNTING AND APPROPRIATION DATA

**SEE SECTION G**

24. TOTAL AWARD AMOUNT (FOR GOVT.  
USE ONLY)

25. ☒ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. ☐ AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

27. SIGNATURE OF OFFEROR/CONTRACTOR		28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
NAME AND TITLE OF SIGNER (TYPE OR PRINT)	DATE SIGNED	NAME OF CONTRACTING OFFICER	DATE SIGNED

**PART I - THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND COSTS/PRICES**

CONTRACT LINE ITEM NUMBER	DESCRIPTION	MONTHLY FIXED PRICE	TOTAL FIXED PRICE	AVAILABLE AWARD FEE *	TOTAL FPAF
<b><u>BASIC CONTRACT PERIOD</u></b>					
	<b>FIXED PRICE AWARD FEE</b>				
0001	Maintenance Service, IAW Section C, Clause C-500. ACRN:AA	\$	\$	\$	\$
0002	Data Items for CLIN 0001, IAW the Contract Data Requirements List (CDRL) (DD Form 1423), and associated with the Data Item Descriptions (DIDs) (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	
	* Award Fee may be billed and paid only after incorporation into the contract via separate contract modification.				
	<b>INDEFINITE DELIVERY INDEFINITE QUANTITY TIME &amp; MATERIAL WORK</b>				
0003	Technical Engineering support, upgrades, enhancements, etc. Work to be performed will be defined in Task Orders and reimbursed at rates not to exceed the rates stipulated below.			Not To Exceed the Time & Materials Ceiling Amount of each Task Order.	
0004	Data Items for CLIN 0003, IAW the Contract Data Requirements List (CDRL) (DD Form 1423), and associated with the Data Item Descriptions (DIDs) (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	

**LABOR RATE TABLE:** The following Labor Rate Table represents fully loaded hourly composite rates (including subcontracting rates) for each skill classification. The minimum qualifications are described in the SOW referenced in Section C and located at Attachment 1 to Section J.

TIME & MATERIAL LABOR CATEGORY	REGULAR HOURS FULLY LOADED HOURLY RATE	OVERTIME HOURS FULLY LOADED HOURLY RATE
Program Manager	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____
Lead Senior Systems Engineer	\$ _____	\$ _____
Senior Systems Engineer	\$ _____	\$ _____
Systems Engineer	\$ _____	\$ _____
Lead Senior Software Engineer	\$ _____	\$ _____
Senior Software Engineer	\$ _____	\$ _____
Software Engineer	\$ _____	\$ _____
Database Administrator	\$ _____	\$ _____
Systems Administrator	\$ _____	\$ _____
Lead Engineering Specialist	\$ _____	\$ _____
Senior Engineering Specialist	\$ _____	\$ _____
Engineering Specialist	\$ _____	\$ _____

Senior Equipment Installer	\$ _____	\$ _____
Equipment Installer	\$ _____	\$ _____
Configuration Mgmt Administrator	\$ _____	\$ _____
Senior Designer	\$ _____	\$ _____
Designer	\$ _____	\$ _____
Drafting Technician	\$ _____	\$ _____
Senior Materiel Administrator	\$ _____	\$ _____
Materiel Administrator	\$ _____	\$ _____
Materials Specialist	\$ _____	\$ _____
Program Administrator	\$ _____	\$ _____
Associate Program Administrator	\$ _____	\$ _____
Program Analyst	\$ _____	\$ _____
Subcontract Manager	\$ _____	\$ _____
Project Coordinator or Secretary	\$ _____	\$ _____

A markup rate of \_\_\_\_% may be applied to the cost of material in accordance with FAR 52.232-7(b). Subcontractor labor, if any, is to be included in the fully loaded hourly composite rates above, and is therefore excluded from this markup rate. Subcontract material shall be segregated and charged under prime contract material costs.

B-501.

**OPTION PERIODS**

In addition to the base contract period requirements set forth above, Option Periods 1 through 4 (**CLINs 0005 through 0020**) represent options to acquire continued effort. These optional efforts shall be performed in accordance with the requirements set forth in Section C of this document. Performance under these option periods shall be in accordance with the same terms and conditions in effect under the basic period. Refer to clause number I-195, entitled "**Option to Extend the Term of the Contract**", for the terms and conditions for these options.

CONTRACT LINE ITEM NUMBER	DESCRIPTION	MONTHLY FIXED PRICE	TOTAL FIXED PRICE	AVAILABLE AWARD FEE *	TOTAL FPAF
<b>OPTION PERIOD 1</b>					
	<b>FIXED PRICE AWARD FEE</b>				
0005	Maintenance Service, IAW Section C, Clause C-500.	\$	\$	\$	\$
0006	Data Items for CLIN 0005 IAW the CDRL (DD Form 1423), and associated with the DIDs (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	
* Award Fee may be billed and paid only after incorporation into the contract via separate contract modification					
	<b>INDEFINITE DELIVERY INDEFINITE QUANTITY TIME &amp; MATERIAL WORK</b>				
0007	Technical Engineering support, upgrades, enhancements, etc. Work to be performed will be defined in Task Orders and reimbursed at rates not to exceed the rates stipulated below.			Not To Exceed the Time & Materials Ceiling Amount of Each Task Order	
0008	Data Items for CLIN 0007 IAW the CDRL (DD Form 1423), and associated with the DIDs (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	

LABOR RATE TABLE: The following Labor Rate Table represents fully loaded hourly composite rates (including subcontracting rates) for each skill classification. The minimum qualifications are described in the SOW referenced in Section C and located at Attachment 1 to Section J.

TIME & MATERIAL LABOR CATEGORY	REGULAR HOURS FULLY LOADED HOURLY RATE	OVERTIME HOURS FULLY LOADED HOURLY RATE
Program Manager	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____
Lead Senior Systems Engineer	\$ _____	\$ _____
Senior Systems Engineer	\$ _____	\$ _____
Systems Engineer	\$ _____	\$ _____
Lead Senior Software Engineer	\$ _____	\$ _____
Senior Software Engineer	\$ _____	\$ _____
Software Engineer	\$ _____	\$ _____
Database Administrator	\$ _____	\$ _____
Systems Administrator	\$ _____	\$ _____
Lead Engineering Specialist	\$ _____	\$ _____
Senior Engineering Specialist	\$ _____	\$ _____
Engineering Specialist	\$ _____	\$ _____
Senior Equipment Installer	\$ _____	\$ _____
Equipment Installer	\$ _____	\$ _____
Configuration Mgmt Administrator	\$ _____	\$ _____
Senior Designer	\$ _____	\$ _____
Designer	\$ _____	\$ _____
Drafting Technician	\$ _____	\$ _____
Senior Materiel Administrator	\$ _____	\$ _____
Materiel Administrator	\$ _____	\$ _____
Materials Specialist	\$ _____	\$ _____
Program Administrator	\$ _____	\$ _____
Associate Program Administrator	\$ _____	\$ _____
Program Analyst	\$ _____	\$ _____
Subcontract Manager	\$ _____	\$ _____
Project Coordinator or Secretary	\$ _____	\$ _____

A markup rate of \_\_\_\_% may be applied to the cost of material in accordance with FAR 52.232-7(b). Subcontractor labor, if any, is to be included in the fully loaded hourly composite rates above, and is therefore excluded from this markup rate. Subcontract material shall be segregated and charged under prime contract material costs.

CONTRACT LINE ITEM NUMBER	DESCRIPTION	MONTHLY FIXED PRICE	TOTAL FIXED PRICE	AVAILABLE AWARD FEE *	TOTAL FPAF
<b>OPTION PERIOD 2</b>					
0009	Maintenance Service, IAW \$ Section C, Clause C-500.		\$	\$	\$
0010	Data Items for CLIN 0009 IAW the CDRL (DD Form 1423), and associated with the DIDs, (DD Forms 1664) Attachment 2 to Section J.			Not Separately Priced	

\* Award Fee may be billed and paid only after incorporation into the contract via separate contract modification.

<b>INDEFINITE DELIVERY INDEFINITE QUANTITY TIME &amp; MATERIAL WORK</b>		
0011	Technical Engineering support, upgrades, enhancements, etc. Work to be performed will be defined in Task Orders and reimbursed at rates not to exceed the rates stipulated below.	Not To Exceed the Time & Materials Ceiling Amount of Each Task Order
0012	Data Items for CLIN 0011 IAW the CDRL (DD Form 1423), and associated with the DIDs (DD Forms 1664, Attachment 2A to Section J.	Not Separately Priced

**LABOR RATE TABLE:** The following Labor Rate Table represents fully loaded hourly composite rates (including subcontracting rates) for each skill classification. The minimum qualifications are described in the SOW referenced in Section C and located at Attachment 1 to Section J.

TIME & MATERIAL LABOR CATEGORY	REGULAR HOURS FULLY LOADED HOURLY RATE	OVERTIME HOURS FULLY LOADED HOURLY RATE
Program Manager	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____
Lead Senior Systems Engineer	\$ _____	\$ _____
Senior Systems Engineer	\$ _____	\$ _____
Systems Engineer	\$ _____	\$ _____
Lead Senior Software Engineer	\$ _____	\$ _____
Senior Software Engineer	\$ _____	\$ _____
Software Engineer	\$ _____	\$ _____
Database Administrator	\$ _____	\$ _____
Systems Administrator	\$ _____	\$ _____
Lead Engineering Specialist	\$ _____	\$ _____
Senior Engineering Specialist	\$ _____	\$ _____
Engineering Specialist	\$ _____	\$ _____
Senior Equipment Installer	\$ _____	\$ _____
Equipment Installer	\$ _____	\$ _____
Configuration Mgmt Administrator	\$ _____	\$ _____
Senior Designer	\$ _____	\$ _____
Designer	\$ _____	\$ _____
Drafting Technician	\$ _____	\$ _____
Senior Materiel Administrator	\$ _____	\$ _____
Materiel Administrator	\$ _____	\$ _____
Materials Specialist	\$ _____	\$ _____
Program Administrator	\$ _____	\$ _____
Associate Program Administrator	\$ _____	\$ _____
Program Analyst	\$ _____	\$ _____
Subcontract Manager	\$ _____	\$ _____
Project Coordinator or Secretary	\$ _____	\$ _____

A markup rate of \_\_\_\_% may be applied to the cost of material in accordance with FAR 52.232-7(b). Subcontractor labor, if any, is to be included in the fully loaded hourly composite rates above, and is therefore excluded from this markup rate. Subcontract material shall be segregated and charged under prime contract material costs.

CONTRACT LINE ITEM NUMBER	DESCRIPTION	MONTHLY FIXED PRICE	TOTAL FIXED PRICE	AVAILABLE AWARD FEE *	TOTAL FPAF
<b>OPTION PERIOD 3</b>					
	<b>FIXED PRICE AWARD FEE</b>				
0013	Maintenance Service, IAW Section C, Clause C-500.	\$	\$	\$	\$
0014	Data Items for CLIN 0013 IAW the CDRL (DD Form 1423), and associated with the DIDs (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	
* Award Fee may be billed and paid only after incorporation into the contract via separate contract modification.					
	<b>INDEFINITE DELIVERY INDEFINITE QUANTITY TIME &amp; MATERIALWORK</b>				
0015	Technical Engineering support, upgrades, enhancements, etc. Work to be performed will be defined in Task Orders and reimbursed at rates not to exceed the rates stipulated below.			Not To Exceed the Time & Materials Ceiling Amount of \$ (To Be Determined)	
0016	Data Items for CLIN 0015 IAW the CDRL (DD Form 1423), and associated with the DIDs (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	

LABOR RATE TABLE: The following Labor Rate Table represents fully loaded hourly composite rates (including subcontracting rates) for each skill classification. The minimum qualifications are described in the SOW referenced in Section C and located at Attachment 1 to Section J.

TIME & MATERIAL LABOR CATEGORY	REGULAR HOURS	OVERTIME HOURS
	FULLY LOADED HOURLY RATE	FULLY LOADED HOURLY RATE
Program Manager	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____
Lead Senior Systems Engineer	\$ _____	\$ _____
Senior Systems Engineer	\$ _____	\$ _____
Systems Engineer	\$ _____	\$ _____
Lead Senior Software Engineer	\$ _____	\$ _____
Senior Software Engineer	\$ _____	\$ _____
Software Engineer	\$ _____	\$ _____
Database Administrator	\$ _____	\$ _____
Systems Administrator	\$ _____	\$ _____
Lead Engineering Specialist	\$ _____	\$ _____
Senior Engineering Specialist	\$ _____	\$ _____
Engineering Specialist	\$ _____	\$ _____
Senior Equipment Installer	\$ _____	\$ _____
Equipment Installer	\$ _____	\$ _____
Configuration Mgmt Administrator	\$ _____	\$ _____
Senior Designer	\$ _____	\$ _____
Designer	\$ _____	\$ _____
Drafting Technician	\$ _____	\$ _____
Senior Materiel Administrator	\$ _____	\$ _____

Materiel Administrator	\$ _____	\$ _____
Materials Specialist	\$ _____	\$ _____
Program Administrator	\$ _____	\$ _____
Associate Program Administrator	\$ _____	\$ _____
Program Analyst	\$ _____	\$ _____
Subcontract Manager	\$ _____	\$ _____
Project Coordinator or Secretary	\$ _____	\$ _____

A markup rate of \_\_\_\_% may be applied to the cost of material in accordance with FAR 52.232-7(b). Subcontractor labor, if any, is to be included in the fully loaded hourly composite rates above, and is therefore excluded from this markup rate. Subcontract material shall be segregated and charged under prime contract material costs.

CONTRACT LINE ITEM NUMBER	DESCRIPTION	MONTHLY FIXED PRICE	TOTAL FIXED PRICE	AVAILABLE AWARD FEE *	TOTAL FPAF
<b>OPTION PERIOD 4</b>					
<b>FIXED PRICE AWARD FEE</b>					
0017	Maintenance Service, IAW \$ Section C, Clause C-500.		\$	\$	\$
0018	Data Items for CLIN 0017 IAW the CDRL (DD Form 1423), and associated with the DIDs (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	
* Award Fee may be billed and paid only after incorporation into the contract via separate contract modification.					
<b>INDEFINITE DELIVERY INDEFINITE QUANTITY TIME &amp; MATERIAL WORK</b>					
0019	Technical Engineering support, upgrades, enhancements, etc. work to be performed will be defined in Task Orders and reimbursed at rates not to exceed the rates stipulated below.			Not To Exceed the Time & Materials Ceiling Amount of \$ (To Be Determined)	
0020	Data Items for CLIN 0019 IAW the CDRL (DD Form 1423) and associated with the DIDs (DD Forms 1664), Attachment 2 to Section J.			Not Separately Priced	

**LABOR RATE TABLE:** The following Labor Rate Table represents fully loaded hourly composite rates (including subcontracting rates) for each skill classification. The minimum qualifications are described in the SOW referenced in Section C and located at Attachment 1 to Section J.

TIME & MATERIAL LABOR CATEGORY	REGULAR HOURS FULLY LOADED HOURLY RATE	OVERTIME HOURS FULLY LOADED HOURLY RATE
Program Manager	\$ _____	\$ _____
Project Manager	\$ _____	\$ _____
Lead Senior Systems Engineer	\$ _____	\$ _____
Senior Systems Engineer	\$ _____	\$ _____
Systems Engineer	\$ _____	\$ _____
Lead Senior Software Engineer	\$ _____	\$ _____

Senior Software Engineer	\$ _____	\$ _____
Software Engineer	\$ _____	\$ _____
Database Administrator	\$ _____	\$ _____
Systems Administrator	\$ _____	\$ _____
Lead Engineering Specialist	\$ _____	\$ _____
Senior Engineering Specialist	\$ _____	\$ _____
Engineering Specialist	\$ _____	\$ _____
Senior Equipment Installer	\$ _____	\$ _____
Equipment Installer	\$ _____	\$ _____
Configuration Mgmt Administrator	\$ _____	\$ _____
Senior Designer	\$ _____	\$ _____
Designer	\$ _____	\$ _____
Drafting Technician	\$ _____	\$ _____
Senior Materiel Administrator	\$ _____	\$ _____
Materiel Administrator	\$ _____	\$ _____
Materials Specialist	\$ _____	\$ _____
Program Administrator	\$ _____	\$ _____
Associate Program Administrator	\$ _____	\$ _____
Program Analyst	\$ _____	\$ _____
Subcontract Manager	\$ _____	\$ _____
Project Coordinator or Secretary	\$ _____	\$ _____

A markup rate of \_\_\_\_% may be applied to the cost of material in accordance with FAR 52.232-7(b). Subcontractor labor, if any, is to be included in the fully loaded hourly composite rates above, and is therefore excluded from this markup rate. Subcontract material shall be segregated and charged under prime contract material costs.

- B-1. **CLAUSES AND PROVISIONS**
- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) **Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

B-500. The Contractor, acting as an independent contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the work and services as set forth in the schedule and in the Statement of Work (SOW) referenced in Section C and located at Attachment 1 to Section J.

**PART I - THE SCHEDULE**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

- C-500. **CONTRACT REQUIREMENTS**
- The work and services to be performed shall be subject to the requirements and standards contained in the following:
- a. Statement of Work (SOW) entitled "**Secure Video Teleconferencing System (SVTS) Maintenance and Engineering Support**", designated as the SOW, and located at Attachment 1 in Section J.
- b. The Contract Data Requirements List, DD Form 1423, and associated Data Item Descriptions, DD Forms 1664, located at Attachment 2 in Section J.
- c. Incorporation of the Contractor's Offer, as described in Section L, paragraph L600.A.(1).



**PART I - THE SCHEDULE**  
**SECTION D**  
**PACKAGING AND MARKING**

D-500. **PACKAGING AND MARKING OF DELIVERABLES**

a. All data submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall be in accordance with the applicable Contract Data Requirements List and Data Item Descriptions. All data and correspondence submitted to the Contracting Officer or COR shall reference the contract number and the name of the Contract Specialist and/or COR, as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contracting Officer.

b. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.

**PART I - THE SCHEDULE**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

E-1D. **52.246-2** **INSPECTION OF SUPPLIES--FIXED-PRICE** AUG 1996 (IAW FAR 46.302)  
E-5. **52.246-4** **INSPECTION OF SERVICES--FIXED-PRICE** AUG 1996 (IAW FAR 46.304)  
E-7. **52.246-6** **INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR** JAN 1986  
(IAW FAR 46.306)  
E-22. **52.246-16** **RESPONSIBILITY FOR SUPPLIES** APR 1984 (IAW FAR 46.316)

E-500. **INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the place of delivery by the Contracting Officer's Representative (COR).

**PART I - THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F-13. **PLACE OF PERFORMANCE** (IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s): classified.

F-26. **52.242-15** **STOP-WORK ORDER** AUG 1989 (IAW FAR 42.1305(b)(1))

F-43. **PERIOD OF PERFORMANCE FOR BASIC CONTRACT PERIOD**

Performance under this contract shall be from 1 Oct 1998 through 30 Sep 1999.

F-500. **PERIOD OF PERFORMANCE FOR OPTIONS**

The period of performance for the options, if exercised, shall be as follows:

- a. Option 1 (CLINs 0005 through 0008) performance period is twelve months following the Basic Contract Period.
- b. Option 2 (CLINs 0009 through 0012) performance period is twelve months following Option 1.
- c. Option 3 (CLINs 0013 through 0016) performance period is twelve months following Option 2.
- d. Option 4 (CLINs 0017 through 0020) performance period is twelve months following Option 3.

F-501. **PERIOD OF PERFORMANCE FOR TASK ORDERS** (IAW FAR 11.401(a))

Performance of tasks under item(s) 0003, 0004, 0007, 0008, 0011, 0012, 0015, 0016,

0019, and 0020 will be as specified on each DD Form 1155 task order.

F-503. **DELIVERY SCHEDULE FOR REPORTS AND OTHER DELIVERABLES**

The work and services required under the basic contract, task orders, and options, if exercised, shall be completed and delivered in accordance with the delivery dates contained in the SOW and CDRLs. The SOW and CDRLs are located at Attachments 1 and 2 in Section J and are applicable to both Fixed Price and T&M Task Order work.

F-506. **PLACE OF DELIVERY**

- a. Deliverables and reports to the COR, shall be sent to:  
Defense Information Systems Agency  
11440 Isaac Newton Square  
Code: JEECC  
Reston, VA 20190-5006  
MARK FOR: CONTRACT DCA100-99-D-\_\_\_\_\_ COR NAME: E.C. Warshaw
- b. Deliverables and reports to be sent to the Procuring Contracting Officer shall be sent to the address indicated in the "Issued By" block on the front page of this document.
- c. Deliverables and reports to the Administrative Contracting Officer shall be sent to TBD.

**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

G-1. **ACCOUNTING AND APPROPRIATION DATA**

AA: \*\*Subject to the Availability of Funds  
Funds, which are subject to availability, have been indicated with an asterisk, " \*\*\*".  
The conditions stated in FAR clause 52.232-18 are applicable to these funds (IAW FAR 32.705-1(a))

G-501. **INVOICE PREPARATION**

- a. All charges for maintenance service shall be invoiced in the month following the month for which such charges accrue.
- b. Task orders shall be included on the monthly invoice, with each outstanding task order identified separately.

G-502. **PREPARATION OF INVOICES AND VOUCHERS**

- a. Pursuant to the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this contract is assigned to the cognizant Defense Contract Audit Agency (DCAA), as follows:  
Defense Contract Audit Agency  
TBD
- b. The original invoices and vouchers shall be forwarded to the DCAA auditor, **unless the Contractor has advance approval from DCAA for Direct Submission of Public Vouchers to DFAS-Columbus**, and copies shall be forwarded to the COR, for administrative review, provisional approval and transmission to the Finance Office listed in block 14 of the Standard Form 1447 of this contract for payment. Invoices and vouchers shall delineate costs by contract line item number (CLIN) for recurring maintenance, CLIN for task order work, and task orders by number, and each item will reference its corresponding accounting and appropriation data. The COR will compare the invoice or voucher to the monthly reports required by the Contract Data Requirements List, to information provided by task monitors in the field, and other information available, to determine if the invoice or voucher is complete and accurate. The COR will then have 5 days to state any exception to an invoice or voucher. If there is no exception, the invoice or voucher will be processed as described above. If there is an exception, the invoice or voucher will be rejected back to the contractor as an improper or defective invoice. If it is mutually agreeable to both parties, the contractor may provide a copy of the invoice or voucher to the COR for review and comment prior to forwarding the original

copy to DCAA.

c. Those portions of the contract or order that clearly indicate the following information must accompany each invoice and voucher:

- (1) the contract and/or order number and vendor name (typically the front page);
- (2) the designated payment office;
- (3) accounting and appropriation data, including Accounting Classification Reference Numbers (ACRNs); and
- (4) the "remit to" address if different from the vendor's address cited on the face of the contract or order.
- (5) data required by FAR clause 52.232-7.
- (6) other data that may be required by DCAA.

G-503. **CONTRACT MANAGEMENT**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract:

- a. **Contracting Officer (CO)/Procuring Contracting Officer (PCO)** These terms are interchangeable. It is the intent of DITCO-NCR to retain contract administration, as allowed by FAR 42.203, except for certain tasks to be assigned to the appropriate Defense Contract Management Administration Office (DCMAO) for supporting administration as allowed by FAR 42.204. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer authorizing such changes.
- b. **Contracting Officer's Representative (COR)**: A COR will be designated on authority of the Contracting Officer to monitor and coordinate all technical aspects and assist in the administration of the contract, except for those items which are assigned to the ACO. All contacts with all agencies of the Government and interfacing with other contractors required in the performance of this contract will be accomplished only through the direction and with the coordination of the COR. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR.
- c. **Administrative Contracting Officer (ACO)**. It is the intent of DITCO-NCR to negotiate with the appropriate DCMAO that they provide supporting contract administration, as defined in FAR 42.204. The duties to be performed by the PCO and ACO will be defined upon award of the contract.

G-504. **CONTRACT TYPE**

This is a combined Fixed Price and Indefinite Delivery Indefinite Quantity (IDIQ) type contract, in accordance with FAR 16.404 and 16.504, respectively.

- a. The contract line items for recurring maintenance will be performed in accordance with the SOW located at Attachment 1 in Section J. This work will be paid at the awarded Fixed-Price amount with an Award Fee available for superior performance. See paragraph H-506 for information on the Award Fee procedure.
- b. The contract line items for the IDIQ time & material tasks will be performed in accordance with the SOW located at Attachment 1 in Section J and paragraph G-505. This work will be paid at the rates specified in Section B for the hours and/or material purchased, in an amount not to exceed the total amount in each task order.

G-505. **TASK ORDERING (T&M)**

Tasks will be ordered by a Defense Information Systems Agency (DISA) Contracting Officer via a task order, DD Form 1155, in accordance with the "**Ordering**" clause of this contract. See also paragraph H-504. The following procedures shall apply:

- a. The DISA Contracting Officer will provide the Contractor with two (2) copies of each proposed task which will include a detailed description of work to be accomplished, any security requirements, a listing of the deliverables required, number of copies required, due date for deliverables and Government review and

comment, and additional data as appropriate.

b. The Contractor shall then:

(1) submit to the Contracting Officer a brief technical discussion describing how the task will be performed, the names, resumes, and security clearances if required, of the individuals who will be assigned to the task;

(2) submit a cost proposal identifying labor categories in accordance with the "**Labor Rate Table**" paragraph of Section B and the number of hours within each category required for the performance of the proposed task;

(3) identify and provide rationale for all non-labor cost elements required for task performance. Consultants shall not be paid in excess of the labor rates identified in Section B. Proposed equipment and material shall be in accordance with contract paragraph G-506. Proposed travel shall be in accordance with contract paragraph G-507.; and

(4) identify any Government property or use of any Government contract for providing material and equipment at best values, required for task performance.

c. Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue a task order directing the Contractor to commence performance of the task, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any task order. In the event issues pertaining to the proposed task cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the "**Disputes**" clause or the "**Contract Disputes Act**".

d. The Contractor is not authorized to commence task performance prior to issuance of the signed task order by the Contracting Officer.

e. Upon completion of a task order, the output will be evaluated by the Contracting Officer's Representative as to compliance with requirements, in accordance with DISAI 260-70-3 or successor publications.

f. The COR has authority to issue verbal T.O.s to respond to an emergency situation. Any time a verbal T.O. is issued, the COR must notify the Contracting Officer within 2 work hours, and submit the required paperwork to the Contracting Office within 8 work hours.

G-506. **MATERIAL ORDERING (T&M)**

a. Material shall be furnished to the Government at the Contractor's cost plus the mark-up rate given in Section B. The contractor shall require subcontractors to provide quotes that segregate subcontractor labor from subcontractor material. The subcontractor labor will flow through and be reflected in the prime contractor's composite rates in Section B. The subcontractor material will flow through the prime contractor's material costs. Please note clause H506.

b. It is expected that prices will be justified by full and open competition. Material proposed for purchase on a sole source basis shall be fully documented and justified in writing.

c. Should the Contractor need authority to purchase from a GSA schedule, a written request shall be made to the Contracting Officer.

G-507. **TRAVEL (T&M)**

a. Official travel of contractor personnel away from their duty station, which was not identified in the negotiated task order shall not be undertaken without advance written approval from the Contracting Officer.

b. The contractor's proposal for travel shall be in writing and contain the dates, locations, and proposed costs of the travel.

c. Cost associated with contractor's travel shall be in accordance with FAR Part 31.205-46.

G-508. **EVALUATION OF CONTRACTOR'S PERFORMANCE**

This will be used to assess and record contractor's ability to deliver quality products on time and within the agreed-to NTE (Not-to-Exceed) amount under each task order and is also

in addition to the award fee evaluations applicable to the FPAF portion of the contract. The COR, at his discretion, may still perform interim evaluations of Contractor performance and/or of specific deliverables using the DISA form 245.

#### Collection of Contractor Past Performance Information

##### ALT I (Applicable to the FPAF CLINs).

Contractor performance under this contract will be evaluated on an annual basis in accordance with FAR 42.15. The contractor will be provided a copy of the evaluation as soon as it is finalized and will have 30 days to submit comments. Individuals within the Agency who are responsible for collecting and reviewing past performance information under this contract are the appointed contracting officer's representative (COR), the contracting officer, and a senior program/project management official.

##### ALT II (Applicable to the T&M CLINs).

Contractor performance under this contract will be evaluated on a task/delivery order basis. Each task/delivery will be evaluated semi-annually in accordance with FAR 42.15. The contractor will be provided a copy of each evaluation as soon as they are finalized and will have 30 days to submit comments. Individuals within the Agency who are responsible for collecting and reviewing past performance information under this contract are the appointed contracting officer's representative (COR), contracting officer, and a senior program/project management official.

G-509.

#### **SUBMITTAL OF SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS**

Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, required in accordance with FAR 19.704(a), shall be submitted to the Contracting Officer (original and one copy) at the address in Block 7 of the SF 1447. An additional copy shall be submitted to the Office of Small and Disadvantaged Business at the following address:

Defense Information Systems Agency  
Office of Small and Disadvantaged Business  
ATTN: Code DO4, SADBUS  
701 South Court House Road  
Arlington, VA 22204-2199

### **PART I - THE SCHEDULE SECTION H SPECIAL CONTRACT REQUIREMENTS**

H-500.

#### **MEETINGS**

The SOW, which is Attachment 1 to Section J, states that meetings may be held periodically for status and design reviews. All discussions, problems encountered, solutions reached, and evaluations made during any meeting shall be documented in the next Funds and Man Hour Expenditure Report for the current reporting period. These discussions will not constitute a change to the contract. All contract changes will only be by written direction from the Contracting Officer.

H-501.

#### **NOTIFICATION UNDER A COST-REIMBURSEMENT CONTRACT**

(IAW FAR 52.232-7 & 52.232-20)

The notification required by the "**Limitation of Cost**" clause, FAR 52.232-20, paragraph (b), shall be accomplished only by separate correspondence directed to the Contracting Officer; no other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the Contracting Officer **SHALL NOT** constitute compliance with this requirement.

H-504.

**ADMINISTRATION OF TASK ORDERS**

- a. The task order portion of this contract shall be initiated only by issuance of a fully executed task order as defined in paragraph G-505. Task orders shall include a detailed description of the work to be accomplished, the required inputs by DISA, the expected output by the Contractor, estimated labor categories and hours of effort, pre-priced equipment and material, completion date of the task order, a listing of deliverables, number of copies required, due date for deliverables and Government review and comment, and additional data as appropriate.
- b. Each task order shall be signed by the Contractor's designated representative, which indicates that the task is considered within the scope of work and capability of the Contractor, and that the estimated labor categories and hours to be expended are reasonably accurate. Task orders so signed and authorized shall then be presented to the Contracting Officer for approval and signature.
- c. No task order shall become effective until such time as the Contracting Officer has signed it. It follows that all task orders and amendments thereto shall be signed prior to the required start date.
- d. The Government shall only be liable for costs to the extent that a fully executed task order has been issued and covers the required work. Any costs for any work not so authorized shall be disallowed.
- e. Upon completion of an assigned task order, the output will be evaluated by the COR as to compliance with requirements.

H-505.

**CONFLICT OF INTEREST (IAW FAR 9.5)**

- a. The contractor awarded this contract cannot be the prime or subcontractor for the Secure Video Teleconferencing System (SVTS) Operations, also known as The Hub. It has been determined by the Agency that award of both contracts to one contractor would be a conflict of interest. The Hub is currently under contract with Kestral Associates, contract number DCA100-93-C-1011.
- b. It is understood and agreed that the Contractor, under the terms of this contract, or through the performance of the SOW made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the Contractor in an organizational conflict of interest, which could serve as a basis for excluding the Contractor from supplying products or services to the Defense Information Systems Agency (DISA). Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the Contractor to perform work, in contravention of the above understanding. It will be the Contractor's responsibility to identify any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer shall notify the Contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include tasking which involves the preparation of a complete specification of materials leading directly and predictably to competitive procurement of a system.
- c. This clause shall be included in any subcontracts awarded under this contract.

H-506.

**AWARD FEE**

Award Fee is established under the Fixed Price Maintenance portion of the contract as a method to provide incentives and rewards to the contractor for superior performance. This clause establishes the process and criteria for adding award fee to the contract.

**SVTS Award Fee process:**

Within the first week following each six month award fee period, or after receipt by the Government of the maintenance logging information and contractor's monthly report, whichever occurs first, the Government will meet, determine a performance score (between 0-100%) for each of the three rating categories below, and create a detailed narrative Award Fee Performance Report to support these scores.

Within the subsequent week, the COR will provide the scores and narrative Award Fee Performance Report simultaneously to the Contracting Officer and the Contractor for review. At the end of this week, the Contractor will be invited to attend a previously scheduled Award Fee Panel meeting, to include the Contractor, the COR, the Contracting Officer, and any other participants invited or approved by the Government. At this panel, the Award Fee Performance Report will be discussed, after which time the Government will briefly caucus, and then the Government will provide the Contractor with the final award fee scores. These scores will then be multiplied by the current period weighting and totaled to obtain a total weighted score. This result will then be applied to the available award fee for the six-month period to obtain the award fee amount for the period. At the end of this same panel meeting the Government will decide whether to change the weighting of the evaluation factors and provide this information to the contractor. These revised weights will be formalized in writing by incorporating them into the resulting award fee modification.

Within one week after the Award Fee Panel meeting (if the Contractor has not appealed this award fee determination) the Contracting Officer will issue a unilateral modification to the contract incorporating the award fee into the contract, thus making it available for payment.

If the Contractor appeals the determination, it must be made in writing within one week of the panel meeting and shall provide a narrative to the COR with a copy to the Contracting Officer. The Contracting Officer will then issue a unilateral modification to incorporate award fee as originally determined or with an appropriate adjustment, neither of which is subject to the "Disputes" Clause.

#### **Subcontracting incentive:**

At the end of each contract year the contractor's Funds and Man-Hour Expenditure Report (CDRL A003) will be used to assess whether or not the Contractor has met a subcontracting goal of 15% for SDB's or 15% for Small Businesses. If the 15% SDB goal is met, then no deduction will be made from the award fee. If only the 15% Small Business subcontracting goal is met, then only one tenth of the available award fee pool will be deducted. If both goals are not met, one-fifth of the available award fee dollars for that the contract year will be deducted out of the pool of award fee dollars for the year. These dollars will all come from the available award fee dollars assigned to the second six month award fee period. It should be noted that although the award fee is tied to the FPAF Maintenance portion of the contract, the contractor may meet his subcontracting goal by including subcontracting costs under both the Maintenance as well as the T&M portions of the contract. It is also noted that this is a calculation independent of the award fee evaluation factors and criteria set forth below.

#### **Award Fee Evaluation Factors:**

10/98-3/99

Weighting	Criteria
60%	Ability to meet System availability (at 95%) and equipment repair time (at 80%) in accordance with Appendix D, including response times and completion of Preventative Maintenance.
25%	Quality of Software and Hardware maintenance, documentation, and reporting including complete, accurate and timely maintenance logging, trend analysis, and troubleshooting, etc.
15%	Pro-active and effective communication, coordination and cooperation with Users, Hub, COR, Subcontractor(s) and Contracting Officer, as appropriate.

**Historical Contract Information.**

The following information is being made available for the purposes of proposal preparation, Offeror future planning/staffing, and achieve-ability of available award fee based on criteria in Appendix D:

FY1997 - System availability levels achieved: 96.72%  
FY1996 - System availability levels achieved: 96.29%  
FY1995 - System availability levels achieved: 95.50%

FY1997 - Equipment Repair time (done in 90 minutes or less): 74.29% of the time  
FY1996 - Equipment Repair time (done in 90 minutes or less): 90.16% of the time  
FY1995 - Equipment Repair time (done in 90 minutes or less): 84.30% of the time

H-511. **WORK ON A GOVERNMENT INSTALLATION**

In performing work under this contract on a Government installation or in a Government building, the Contractor shall:

- a. Conform to the safety requirements established by this contract.
- b. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- c. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.
- d. Take such additional immediate precautions as the Contracting Officer or COR may reasonably require for safety and accident prevention purposes.

H-512. **GOVERNMENT PROPERTY**

- a. Government Furnished Equipment: Government furnished equipment, data, or services are set forth in the SOW.
- b. Contractor Acquired Property: In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required, along with any direction given in the SOW.
- c. Disposition of Government Property: Thirty (30) days prior to the end of the contract or task order, as applicable, or upon termination of the contract, the Contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in its possession under this contract. The Contracting Officer will furnish disposition instructions on all listed property that was furnished or purchased under this contract.

d. Risk of Loss: The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, Subcontractor, or any employee, agent, or representative of the Contractor or Subcontractor.

H-514. **NON-DISCLOSURE OF SENSITIVE DATA**

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (a) through (d) below.

- a. Indoctrination of Personnel. The Contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or



employment wherein sensitive information will be used for the profit or any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees, at the end of this paragraph, shall be signed by all indoctrinated personnel and forwarded to the COR for retention. The Contractor shall restrict access to sensitive information to the minimum number of employees necessary for contract performance.

b. Signed Agreements. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each agreement shall be forwarded to the Contracting Officer.

c. Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. Once copy of each agreement shall be forwarded to the Contracting Officer. All Government-designated contractors shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor.

d. Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-8 "Default."

DEFENSE INFORMATION SYSTEMS AGENCY  
NONDISCLOSURE AGREEMENTS FOR CONTRACTOR EMPLOYEES

I, \_\_\_\_\_ (print or type name), as an employee of \_\_\_\_\_ (name of company), a contractor acting on behalf of the Defense Information Systems Agency (DISA), in administering an unclassified system support of the SVTS, pursuant to contract number DCA100-98-D-\_\_\_\_\_, agree not to disclose to any individual business entity or anyone within \_\_\_\_\_ (name of company) who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, or budgeting system (PPBS) information, or (2) any sensitive, proprietary or source selection information contained in or accessible through the SVTS.

I understand that information I may be aware of, or possess, as a result of my assignment under the SVTS Maintenance and Engineering Support contract is considered sensitive by DISA. The contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release it to or discuss it with third parties unless specifically authorized to do so, as provided above.

This agreement shall continue for a term of three years from the date upon which I last have access to the system or to information therefrom, whichever is later. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, source selection, or PPBS information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting agency or the contracting officer to receive such information. I understand that violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

\_\_\_\_\_  
(Signature of Contractor Employee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Employee Phone)

\_\_\_\_\_  
(System)

H-516.

**SECURITY**

This document is unclassified, however there are two Facility Clearance requirements. Offerors shall conscientiously follow the security guidance provided in the appropriate DD Form 254, the Classification Guide, and other guidance that may be established by the COR.

a. PRE-AWARD. A **Secret** Facility Clearance is required for access to the Reading Room, which contains data required to prepare proposals in response to this solicitation. Access to the Reading Room and proposals delivered in response to this solicitation shall be accomplished in accordance with the Pre-Award Contract Security Classification Specification, DD Form 254, located at Attachment 3 in Section J.

b. AWARD: **A Top Secret Facility clearance is required at time of award. Contractor must show evidence of being able to obtain an SCI clearance**

c. POST-AWARD. The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with the Post-Award Contract Security Classification Specification, DD Form 254, located at Attachment 3 in Section J. The required clearance information shall be included in the resume file addressed in the SOW referenced in Section C and located at Attachment 1 to Section J. The contractor shall submit the Visit Request and Notification Form for accessing the DISA facilities in the areas which house the equipment.

(i) Maintenance. A **Top Secret/SCI** Facility Clearance is required for all contractor personnel assigned to perform maintenance under this contract.

(ii) Technical Engineering Support. A **Secret** Facility Clearance is required for contractor personnel assigned to perform technical engineering support under this contract.

H-518.

**KEY PERSONNEL**

The Contractor shall notify the COR at least thirty (30) days prior to making any changes in key personnel. The Contractor must demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

H-523.

**YEAR 2000 COMPLIANCE - INFORMATION TECHNOLOGY (NOV 1997)**

The information technology to be acquired under this contract must provide continuity of operations from the service date through the twenty-first century, without failure or interruption. Accordingly, companies desiring to be considered for this contract shall confirm that all telecommunication services, equipment, and systems and/or computer hardware, firmware, and software to be utilized in or provided under this contract, including those portions to be provided by any subcontractor, are "Year 2000 compliant". In the event a company's information technology is not currently "Year 2000 compliant", the company is requested to identify the date that Year 2000 compliance will be achieved. Any company unable or unwilling to confirm that its information technology is "Year 2000 compliant" may not be considered for this contract. "Year 2000 compliant", as used in this part, means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from,

into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(Check applicable box)

☐ Year 2000 compliant. All information technology to be provided under this contract is confirmed to be Year 2000 compliant.

☐ Not currently Year 2000 compliant. However, Year 2000 compliance will be achieved on \_\_\_\_\_. All information technology provided under this contract shall be confirmed to be Year 2000 compliant not later than the date shown above.

☐ Not Year 2000 compliant. Information technology to be provided under this contract cannot be confirmed to be Year 2000 compliant.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text is available on the World Wide Web at one of the following sites: <http://www.arnet.gov/far/>; <http://dtic.mil/dfars>; or <http://www.farsite.hill.af.mil>.

NO	FAR PARA	CLAUSE TITLE	DATE
I-11.	52.202-1	<b>DEFINITIONS</b> (IAW FAR 2.201)	OCT 1995
I-19.	52.203-3	<b>GRATUITIES</b> (IAW FAR 3.202)	APR 1984
I-20.	52.203-5	<b>COVENANT AGAINST CONTINGENT FEES</b> (IAW FAR 3.404)	APR 1984
I-21.	52.203-6	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> (IAW FAR 3.503-2)	JUL 1995
I-22.	52.203-7	<b>ANTI-KICKBACK PROCEDURES</b> (IAW FAR 3.502-3)	JUL 1995
I-23.	52.203-8	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(a))	JAN 1997
I-25.	52.203-10	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(b))	JAN 1997
I-25C.	52.203-12	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> (IAW FAR 3.808(b))	JUN 1997
I-27.	52.204-2	<b>SECURITY REQUIREMENTS</b> (IAW FAR 4.404(a))	AUG 1996
I-39.	52.204-4	<b>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER</b> (IAW FAR 4.304)	JUN 1996
I-78.	52.209-6	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b> (IAW FAR 9.409(b))	JUL 1995
I-83.	52.211-5	<b>NEW MATERIAL</b> (IAW FAR 11.302)	OCT 1997
I-102.	52.211-15	<b>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</b> (IAW FAR 11.604(b))	SEP 1990
I-128.	52.215-2	<b>AUDIT AND RECORDS--NEGOTIATION</b> (IAW FAR 15.209(b))	AUG 1996
I-129G.	52.215-8	<b>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</b> (IAW FAR 15.209(h))	OCT 1997
I-134C.	52.215-11	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS</b> (IAW FAR 15.408(c))	OCT 1997
I-136C.	52.215-13	<b>SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS</b> (IAW FAR 15.408(e))	OCT 1997
I-147K.	52.215-21	<b>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS</b> (IAW FAR 15.408(m))	OCT 1997

I-147N. 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OCT 1997  
OTHER THAN COST OR PRICING DATA - MODIFICATIONS ALT II  
(IAW FAR 15.408(m))

I-147P. 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OCT 1997  
OTHER THAN COST OR PRICING DATA - MODIFICATIONS ALT III  
(IAW FAR 15.408(m))

I-137. 52.215-14 INTEGRITY OF UNIT PRICES OCT 1997  
(IAW FAR 15.408(f)(1))

I-139. 52.215-15 TERMINATION OF DEFINED BENEFIT PENSION PLANS OCT 1996  
(IAW FAR 15.408(g))

I-146. 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR OCT 1996  
POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)  
(IAW FAR 15.408(j))

I-170. 52.216-18 ORDERING OCT 1995  
(IAW FAR 16.506(a))  
For the purposes of this clause the blank(s) are completed as follows:  
(a) issued from the date of contract award through the date of contract completion

I-171. 52.216-19 ORDER LIMITATIONS OCT 1995  
(IAW FAR 16.506(b))  
For the purposes of this clause the blank(s) are completed as follows:  
(a) \$2,500.00  
(b)(1) \$10,000,000.00  
(b)(2) \$10,000,000.00  
(b)(3) 2 days  
(d) 5 days

I-178. 52.216-22 INDEFINITE QUANTITY OCT 1995  
(IAW FAR 16.506(e))  
For the purposes of this clause the blank(s) are completed as follows:  
(d) Contractor shall not be required to make any deliveries under this contract  
after the completion of this contract.

I-194. 52.217-8 OPTION TO EXTEND SERVICES AUG 1989  
(IAW FAR 17.208(f))

I-195. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR 1989  
(IAW FAR 17.208(g))  
For the purposes of this clause the blank(s) are completed as follows:  
(a) within 60 calendar days  
(c) not to exceed 60 months

I-214. 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND JUN 1997  
WOMEN-OWNED SMALL BUSINESS CONCERNS  
(IAW FAR 19.708(a))

I-215. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AUG 1996  
SMALL BUSINESS SUBCONTRACTING PLAN  
(IAW FAR 19.708(b)(1))

I-223. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN OCT 1995  
(IAW FAR 19.708(b)(2))

I-247. 52.222-3 CONVICT LABOR AUG 1996  
(IAW FAR 22.202)

I-264. 52.222-26 EQUAL OPPORTUNITY APR 1984  
(IAW FAR 22.810(e))

I-267. 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE APR 1984  
OF SUBCONTRACTS  
(IAW FAR 22.810(g), 44.204(a), (b), and (c))

I-274.	52.222-35	<b>AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS</b> (IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1))	APR 1984
I-276.	52.222-36	<b>AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS</b> (IAW FAR 22.1408(a))	APR 1984
I-278.	52.222-37	<b>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b> (IAW FAR 22.1308(b))	JAN 1988
I-283.	52.222-41	<b>SERVICE CONTRACT ACT OF 1965, AS AMENDED</b> (IAW FAR 22.2006(a))	MAY 1989
I-284.	52.222-42	<b>STATEMENT OF EQUIVALENT RATES FOR FEDERAL HRES</b> (IAW FAR 22.1006(b))	MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulation of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contract agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY.  
IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage	Fringe Benefits
Maintenance Technician	\$29,350/year - 10 holidays, 12 vacation days, 12 sick days, medical & life insurance co-pay, retirement co-pay.	

I-285.	52.222-43	<b>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)</b> (IAW FAR 22.1006(c)(1))	MAY 1989
I-292.	52.223-2	<b>CLEAN AIR AND WATER</b> (IAW FAR 23.105(b))	APR 1984
I-294.	52.223-5	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</b> (IAW FAR 23.1005)	MAR 1997
I-295.	52.223-6	<b>DRUG-FREE WORKPLACE</b> (IAW FAR 23.505)	JAN 1997
I-297E.	52.223-14	<b>TOXIC CHEMICAL RELEASE REPORTING</b> (IAW FAR 23.907(b))	OCT 1996
I-311.	52.225-10	<b>DUTY-FREE ENTRY</b> (IAW FAR 25.605(a))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:  
(f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty -free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

I-312.	52.225-11	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b> (IAW FAR 25.702)	OCT 1996
I-314D.	52.226-1	<b>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</b> (IAW FAR 26.104(a))	SEP 1996
I-315.	52.227-1	<b>AUTHORIZATION AND CONSENT</b> (IAW FAR 27.201-2(a))	JUL 1995
I-317.	52.227-2	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS</b> (IAW FAR 27.202-2)	AUG 1996

I-326.	52.227-10	<b>FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER</b> (IAW FAR 27.207-2)	APR 1984
I-337.	52.228-5	<b>INSURANCE--WORK ON A GOVERNMENT INSTALLATION</b> (IAW FAR 28.310)	JAN 1997
I-352.	52.229-3	<b>FEDERAL, STATE, AND LOCAL TAXES</b> (IAW FAR 29.401-3)	JAN 1991
I-383.	52.232-1	<b>PAYMENTS</b> (IAW FAR 32.111(a)(1))	APR 1984
I-389.	52.232-7	<b>PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS</b> (IAW FAR 32.111(b))	FEB 1997
I-391.	52.232-8	<b>DISCOUNTS FOR PROMPT PAYMENT</b> (IAW FAR 32.111(c)(1))	MAY 1997
I-394.	52.232-11	<b>EXTRAS</b> (IAW FAR 32.111(d)(2))	APR 1984
I-403.	52.232-17	<b>INTEREST</b> (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
I-404.	52.232-18	<b>AVAILABILITY OF FUNDS</b> (IAW FAR 32.705-1(a))	APR 1984
I-406.	52.232-20	<b>LIMITATION OF COST</b> (IAW FAR 32.705-2(a))	APR 1984
I-409.	52.232-23	<b>ASSIGNMENT OF CLAIMS</b> (IAW FAR 32.806(a)(1))	JAN 1986
I-410.	52.232-23	<b>ASSIGNMENT OF CLAIMS -- ALTERNATE I</b> (IAW FAR 32.806(a)(2))	APR 1984
I-412.	52.232-25	<b>PROMPT PAYMENT</b> (IAW FAR 32.908(c))	JUN 1997

For the purposes of this clause the blank(s) are completed as follows:  
(a)(5)(i) 30th  
(b)(1) 30th

I-416F.	52.232-33	<b>MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT</b> (IAW FAR 32.1103(a), and 32.1103(c))	AUG 1996
I-417.	52.233-1	<b>DISPUTES</b> (IAW FAR 33.215)	OCT 1995
I-419.	52.233-3	<b>PROTEST AFTER AWARD</b> (IAW FAR 33.106(b))	AUG 1996
I-420.	52.233-3	<b>PROTEST AFTER AWARD -- ALTERNATE I</b> (IAW FAR 33.106(b))	JUN 1985
I-478.	52.237-2	<b>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION</b> (IAW FAR 37.110(b))	APR 1984
I-532.	52.242-4	<b>CERTIFICATION OF FINAL INDIRECT COSTS</b> (IAW FAR 42.703-2(f))	JAN 1997

(c) The certificate of final indirect costs shall read as follows:

**CERTIFICATE OF FINAL INDIRECT COSTS**

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs that are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name of Certifying Official: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

I-541.	<b>52.242-13</b>	<b>BANKRUPTCY</b> (IAW FAR 42.903)	JUL 1995
I-546.	<b>52.243-1</b>	<b>CHANGES--FIXED-PRICE</b> (IAW FAR 43.205(a)(1))	AUG 1987
I-548.	<b>52.243-1</b>	<b>CHANGES--FIXED PRICE -- ALTERNATE II</b> (IAW FAR 43.205(a)(3))	APR 1984
I-558.	<b>52.243-3</b>	<b>CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS</b> (IAW FAR 43.205(c))	AUG 1987
I-568.	<b>52.244-1</b>	<b>SUBCONTRACTS (FIXED-PRICE CONTRACTS)</b> (IAW FAR 44.204(a)(1))	FEB 1995

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts.

I-571.	<b>52.244-3</b>	<b>SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)</b> (IAW FAR 44.204(c))	APR 1985
I-574.	<b>52.244-6</b>	<b>SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS</b> (IAW FAR 44.403)	OCT 1995

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-684.	<b>52.249-2</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b> (IAW FAR 49.502(b)(1)(i))	SEP 1996
I-690.	<b>52.249-4</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)</b> (IAW FAR 49.502(c))	APR 1984



I-692.	52.249-6	<b>TERMINATION (COST-REIMBURSEMENT)</b> (IAW FAR 49.503(a)(1))	SEP 1996
I-696.	52.249-6	<b>ALTERNATE IV</b> (IAW FAR 49.503(a)(4))	SEP 1996
I-699.	52.249-8	<b>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b> (IAW FAR 49.504(a)(1))	APR 1984
I-710.	52.249-14	<b>EXCUSABLE DELAYS</b> (IAW FAR 49.505(d))	APR 1984
I-733.	52.252-6	<b>AUTHORIZED DEVIATIONS IN CLAUSES</b> (IAW FAR 52.107(f)) (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause. (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.	APR 1984
I-750.	52.253-1	<b>COMPUTER GENERATED FORMS</b> (IAW FAR 53.111)	JAN 1991
IA-10.	252.201-7000	<b>CONTRACTING OFFICER'S REPRESENTATIVE</b> (IAW DFARS 201.602-70)	DEC 1991
IA-22.	252.203-7001	<b>SPECIAL PROHIBITION ON EMPLOYMENT</b> (IAW DFARS 203.570-5)	JUN 1997
IA-24.	252.203-7002	<b>DISPLAY OF DOD HOTLINE POSTER</b> (IAW DFARS 203.7002)	DEC 1991
IA-33.	252.204-7003	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b> (IAW DFARS 204.404-70(b))	APR 1992
IA-40.	252.205-7000	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b> (IAW DFARS 205.470-2)	DEC 1991
IA-90.	252.209-7000	<b>ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY</b> (IAW DFARS 209.103-70)	NOV 1995
IA-152.	252.215-7000	<b>PRICING ADJUSTMENTS</b> (IAW DFARS 215.804-8)	DEC 1991
IA-225.	252.219-7003	<b>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)</b> (IAW DFARS 219.708(b)(1)(A))	APR 1996
IA-230.	252.219-7006	<b>NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS</b> (IAW DFARS 219.7003) For the purposes of this clause, the offeror will complete the following, if applicable: [ ] Offeror elects to waive the preference	JUN 1997
IA-280.	252.223-7004	<b>DRUG-FREE WORK FORCE</b> (IAW DFARS 223.570-4(a))	SEP 1988
IA-282.	252.223-7006	<b>PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS</b> (IAW DFARS 223.7103)	APR 1993

- IA-287. 252.225-7001 **BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM** JAN 1994  
(IAW DFARS 225.109(d))  
(The "Balance of Payments Program" is not applicable when the estimated cost of the product or service is at or below the Simplified Acquisition Threshold in FAR Part 13)
- IA-288. 252.225-7002 **QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS** DEC 1991  
(IAW DFARS 225.109-70(a))  
(The balance of Payments Program is not applicable when the estimated cost of the product or service is at or below \$100,000)
- IA-291G. 252.225-7008 **SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY** DEC 1991  
(IAW DFARS 225.605-70(a))  
Supplies to be accorded duty-free entry: NONE
- IA-292. 252.225-7009 **DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES** JAN 1997  
(IAW DFARS 225.605-70(b))
- IA-292C. 252.225-7010 **DUTY-FREE ENTRY--ADDITIONAL PROVISIONS** JAN 1997  
(IAW DFARS 225.605-70(d))  
For the purposes of paragraph (d) of this clause, the CAO is listed on the front page of this document and the corresponding Activity Address number is in Appendix G of the Defense FAR Supplement.
- IA-293. 252.225-7012 **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** SEP 1997  
(IAW DFARS 225.7002-3(a), and D.L. Ltr 97-018 dated 8 Sep 97)
- IA-297. 252.225-7016 **RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS** JUN 1997  
(IAW DFARS 225.7019-4)  
(Clause is not applicable when items acquired overseas are for use overseas)
- IA-312. 252.225-7025 **RESTRICTION ON ACQUISITION OF FORGINGS** JUN 1997  
(IAW DFARS 225.7102-4(a))
- IA-312C. 252.225-7026 **REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES** NOV 1995  
(IAW DFARS 225.7203)
- IA-312H. 252.225-7031 **SECONDARY ARAB BOYCOTT OF ISRAEL** JUN 1992  
(IAW DFARS 225.770-5)
- IA-399. 252.231-7000 **SUPPLEMENTAL COST PRINCIPLES** DEC 1991  
(IAW DFARS 231.100-70)
- IA-422. 252.232-7006 **REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD** AUG 1992  
(IAW DFARS 232.111-70)
- IA-632. 252.242-7000 **POSTAWARD CONFERENCE** DEC 1991  
(IAW DFARS 242.570)
- IA-648. 252.243-7001 **PRICING OF CONTRACT MODIFICATIONS** DEC 1991  
(IAW DFARS 243.205-71)

- IA-649. 252.243-7002 **CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT** JUL 1997

(IAW DFARS 243.205-72, and D.L. Ltr 97-015 dated 29 Jul 97)

(a) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

IA-679. 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT  
(IAW DFARS 246.370)

DEC 1991

IA-745. 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
(IAW DFARS 247.573(b))

NOV 1995

(a) **Definitions.**

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international Waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or

letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

**All listed attachments and exhibits are at the end of this document.**  
**They are all dated the same as the RFP, unless noted otherwise.**

<u>FORM NR</u>	<u>TITLE</u>
Attachment 1	Statement of Work for Secure Video Teleconferencing System (SVTS) Maintenance and Engineering Support, With Appendices SOW Appendix A, SVTS Reference Documents SOW Appendix B, SVTS Abbreviation and Definitions SOW Appendix C, Equipment List SOW Appendix D, Availability Requirements Provision SOW Appendix E, Preventive Maintenance Schedule SOW Appendix F, Software Procedures SOW Appendix G, Configuration Management and Software Management Plan SOW Appendix H, Maintenance Spares
Attachment 2	Contract Data Requirements List, DD Form 1423, NOTE: associated Data Item Descriptions, DD Forms 1664, will only be available in the Reading Room prior to award and incorporated in the contract upon award
Attachment 3	Pre-Award and Post-Award Contract Security Classification Specifications, DD Forms 254
Attachment 4	Register of Wage Determination Under the Service Contract Act, Wage Determination No.: 94-2103, Revision No.: 14, Dated 07/01/1997  NOTE 1: the Wage Determination will be available in the Reading Room prior to award and, if applicable, incorporated in the contract upon award.  NOTE 2: the "Service Contract Act Directory of Occupations" is available for viewing on the Internet at the following url: <a href="http://www.dol.gov/dol/esa/public/regs/compliance/whd/wage/main.htm">http://www.dol.gov/dol/esa/public/regs/compliance/whd/wage/main.htm</a>
Exhibit A	Contract Periodic/Deliverable Evaluation, DISA Form 245
Exhibit B	SF LLL and LLLa

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

[ ] TIN: \_\_\_\_\_.

[ ] TIN is not required because:

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Other. State basis. \_\_\_\_\_

[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

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[ ] Not a corporate entity:
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[ ] Partnership

(e) Common Parent.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN

OCT 1995

(a) it [ ] is, [ ] is not

MAR 1996

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) **Are [ ] are not [ ]** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have [ ] have not [ ]**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally

(ii) The Offeror **has [ ] has not [ ]**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

K-30C.	52.215-4	TYPE OF BUSINESS ORGANIZATION (IAW FAR 15.209(d))	OCT 1997
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(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture; or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_; or

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) \_\_\_\_\_.

K-75C.    52.219-1        SMALL BUSINESS PROGRAM REPRESENTATIONS                      JAN 1997  
                                (IAW FAR 19.304(a))

(a) (1) The standard industrial classification (SIC) code for this acquisition is (SEE PAGE 1).

(2) The small business size standard is (SEE PAGE 1).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) **Representations.**

(1) The offeror represents as part of its offer that it [ ] is [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is,



**[ ] is not a small disadvantaged business concern**

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it **[ ] is, [ ] is not a women-owned small business concern.**

(c) **Definitions.** "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

**(d) Notice.**

(1) If this solicitations is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(a) It [ ] **has**, [ ] **has not** participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] **has**, [ ] **has not**, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

APR 1984

(a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

## APR 1984

(a) Any facility to be used in the performance of this proposed contract **is [ ], is not [ ]** listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

## OCT 1996

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: ( **Check each block that is applicable.**)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal

Acquisition Regulation; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-110.     **52.227-6**           **ROYALTY INFORMATION**  
                                  (IAW FAR 27.204-2)

APR 1984

(a)     **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1)     Name and address of licensor.
- (2)     Date of license agreement.
- (3)     Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4)     Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5)     Percentage or dollar rate of royalty per unit.
- (6)     Unit price of contract item.
- (7)     Number of units.
- (8)     Total dollar amount of royalties.

(b)     **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K-210.     **252.209-7001**   **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE**  
                                  **GOVERNMENT OF A TERRORIST COUNTRY**  
                                  (IAW DFARS 209.104-70(a))

SEP 1994

(a)     Definitions.

As used in this provision-

- (1)     "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2)     "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3)     "Significant interest" means-
  - (i)     Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;
  - (ii)    Holding a management position in the firm such as director or officer;
  - (iii)   Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;
  - (iv)    Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v)     Holding 50 percent or more of the indebtedness of a firm.

(b)     Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

K-240. 252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (DoD CONTRACTS)  
(IAW DFARS 219.304(b))

JUN 1997

(a) Definition.

"Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern-

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations.

Check the category in which your ownership falls--

[ ] Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)  
[ ] Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

[ ] Black American (U.S. citizen)

[ ] Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

[ ] Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

[ ] Other

(c) Complete the following--

(1) The offeror is [ ] is not [ ] a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has [ ] has not [ ] made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror--

[ ] Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

(d) **Penalties and Remedies.**

(1) Be punished by imposition of a fine, imprisonment, or both;

- |        |              |   |          |
|--------|--------------|---|----------|
| K-245. | 252.225-7000 | BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM<br>CERTIFICATE<br>(IAW DFARS 225.109(a)) | DEC 1991 |
|--------|--------------|---|----------|

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(1) The Offeror certifies that--

- ### Qualifying Country End Products

(List only qualifying country end products.)

- ### Nonqualifying Country End Products

(The "Balance of Payments Program" is applicable when the estimated cost of the foreign end products or services to be acquired for use outside the United States is at or below the Simplified Acquisition Threshold in FAR Part 13)

K-250.     252.226-7001     HISTORICALLY BLACK COLLEGE OR UNIVERSITY     JAN 1997  
AND MINORITY INSTITUTION STATUS  
(IAW DFARS 226.7008(b))

"Historically black colleges and universities," as used in this provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this provision, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also include Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

If applicable, the offeror shall check the appropriate space below:

[ ] A historically black college or university



**When Contractor is a partnership, unincorporated firm or a corporation for which completion of the first statement would be impracticable, complete the following statement:**

EVIDENCE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of \_\_\_\_\_, a partnership/unincorporated firm doing business at \_\_\_\_\_, do hereby state that \_\_\_\_\_, is a \_\_\_\_\_ of said partnership/unincorporated firm and is empowered to represent, bind and execute contracts on behalf of said partnership/unincorporated firm.

Witness our signatures, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Member of partnership/unincorporated firm:

_____	_____
_____	_____
_____	_____

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS, OFFERORS OR QUOTERS**

- 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE JUN 1988**  
(IAW FAR 52.107(a))  
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text is available on the World Wide Web at one of the following sites:  
<http://www.arnet.gov/far/>; <http://dtic.mil/dfars/>; or <http://www.farsite.hill.af.mil>.
- L001H. 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA DEC 1996**  
**UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**  
(IAW FAR 4.603(a))
- L-8. 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP 1990**  
(IAW FAR 11.604(a))  
For the purposes of this provision, the blanks are completed on the cover sheet.
- L-30J. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS OCT 1997**  
(IAW FAR 15.209(a))  
(IAW FAR 15.407(d)(4)(ii))
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OCT 1997**  
**OTHER THAN COST OR PRICING DATA Alternate IV (Oct 1997)**  
(IAW FAR 15.408(1))  
(a) Submission of cost or pricing data is not required.  
(b) Provide information described below: [as required in paragraph L600.]
- L-65C. 52.216-1 TYPE OF CONTRACT APR 1984**  
(IAW FAR 16.105)  
For the purposes of this provision the blank(s) are completed as follows:  
**Fixed Price Award Fee, Time and Material** contract is contemplated.
- L-91. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW APR 1984**  
(IAW FAR 22.810(c))
- L-120. 52.233-2 SERVICE OF PROTEST AUG 1996**  
(IAW FAR 33.106(a))  
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **(SAME AS BLOCK 7, PAGE 1)**.  
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- L-141. 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR 1984**  
(IAW FAR 52.107(e))  
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.  
(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- L-204. 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE DEC 1991**



**REPORTING**

(IAW DFARS 204.602-70)

L-502. **REALISM OF COST OR PRICE PROPOSALS**

An offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the Technical Proposal, identified personnel resources, and cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price must be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the offeror's understanding of the nature and scope of the work required and may adversely impact the offeror's standing upon evaluation. The burden of proof as to cost credibility rests with the offeror.

L-504. The anticipated award date of a contract, as a result of this solicitation, is May 22, 1998.

L-507. **REQUESTS FOR CLARIFICATION**

- a. All communications and, specifically, requests for clarification and/or information concerning this solicitation must be submitted in writing to the Contracting Specialist at the address in block 7 of the SF 1447, or to the DITCO-NCR email address: ditco-nc@ncr.disa.mil.
- b. No information or clarification concerning this solicitation will be provided in response to telephone calls from offerors.

L-508. **DELIVERY OF PROPOSAL**

If the proposal is hand-carried to DISA, it must be delivered by the carrier to the DISA HQs; 701 S. Courthouse Road; Arlington, VA 22204-2199. Electronic submission can be made to the DITCO-NCR email address: ditco-nc@ncr.disa.mil.

L-600. **INSTRUCTIONS for SUBMISSION of OFFERS and OTHER INFORMATION**

Each Offeror shall submit in writing, a Proposal, consisting of two (2) separate volumes (i.e. loose-leaf three ringed binders): 1) the "Cost" volume, which is comprised of the "Offer" and the "Offer Supporting Information"; and 2) the "Technical" volume. When evaluating an Offeror the Government will consider how well the Offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of an Offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages Offerors to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

A. **Cost Volume.**

1) **Offer.** Each Offeror shall submit an offer. The "Offer" is that portion of the proposal that becomes part of the contract upon award. This is distinguished from "Offer Supporting Information, Technical or Other information" which will be used to determining the Offerors capabilities and/or the likelihood that an Offeror will keep promises to perform the work. Each Offeror shall furnish the following:

- a) Standard Form 1447, completed by the Offeror;
- b) RFP Section B, the schedule of items and prices inserted in the appropriate blank or spaces;
- c) RFP Section K, Certifications, Representations, and other Statements completed and duly signed by the Offeror;
- d) Subcontracting Plan, including goals, incentives and/or penalties;
- e) Key personnel proposed.

The submission of these items to the Government will constitute the Offerors promise to comply with the terms and conditions of the RFP, which include the statement

of work, at the proposed prices.

The Government warns Offerors that taking exception to any term or condition of the will make an offer unacceptable, and render the Offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The Government will consider any exception to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR 15.301.

An Offeror may eliminate a deficiency in its offer only through discussions, as defined in FAR 15.301 and prescribed in FAR 15.306. Since the Government intends to award a contract without discussions, as authorized by FAR 15.306(a)(3), Offerors are hereby advised to submit their best prices/costs in the initial Offer. Notwithstanding the Government's intent to award without discussions, the Government reserves the right to conduct discussions with Offerors within the competitive range, if necessary, and to permit Offerors to revise proposals. The Government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow Offerors to revise proposals accordingly, as authorized by FAR 15.307(b). Therefore, any Offeror planning to take exception to a term or condition of the RFP should consult with the contracting officer prior to submitting an offer, unless the RFP expressly authorizes such an exception.

**2) Offer Supporting Information.**

a) Offerors shall submit evidence that they have met the personnel security and facility security clearance requirements.

b) Offerors shall submit detailed cost summaries and narrative supporting cost data. This is data which is designated as "other than certified cost or pricing data". There is no page limit for this portion of the Cost Volume.

**Note:** Any reference in this RFP to "pages" shall imply that soft copy/electronic media (MS Word 97 preferable) will apply and is preferred over paper (or hard) copies. However any "pages" requiring signatures must be submitted in writing by the closing date specified in this RFP. The data required includes the following:

i) **Fixed Price Award Fee/Maintenance:** provide a total annual cost breakdown summary in accordance with the Offerors accounting practices but essentially covering the follows types of information: Direct Labor Rates (by category), Direct Labor Hours, Fringe Rate (if applicable), Overhead Rate, Other Direct Costs (Subcontractor, Travel, etc.), G&A Rate, Materials (including Government Furnished Spares replenishment), and Material Overhead Rate. Profit shall be included only under the Section B blank entitled "Available Award Fee," which is to be awarded and released to the contractor each six month period in accordance with the Award Fee provisions of the contract. In consideration of the award fee plan criteria and Subcontracting incentive penalties placed against award fee, the Government would allow Offerors to propose an award fee as high as, but not exceeding 15 percent of the above cost basis for the maintenance portion. Offerors are cautioned not to include profit in the "monthly" or "total fixed price" blanks in Section B.

ii) **T&M/Engineering:** provide all of the above information as it is used to build up each of the composite (including costs to cover subcontractor(s)) loaded rates by labor category, including profit. Under this section, Offerors shall provide supporting detail for the Material Handling rate (in accordance with FAR 52.232-7, paragraph (b)) that will be applied to materials purchased. It should be noted that the rationale for building composite labor rates shall be addressed. Please furnish DCAA and DCMC (ACO) points of contact.

iii) **Historical estimating data:** Even though the maintenance portion of the resulting contract is on a fixed price basis, the T&M engineering portion constitutes a majority, historically estimated at

about four times the funding, over the maintenance portion. In addition, the material portion of T&M has constituted between 30% and 50% of total costs, and the past 2 years it has averaged 37%.

**B. Technical Volume.**

The page limit for the Technical volume is 50 pages using 8 1/2 by 11-inch paper, single-sided, single-spaced, and using either 10 or 12-point font. This is broken down as follows: 10 pages for Experience, 10 pages for Past Performance, 20 pages for Technical Approach for Accomplishing the SOW, and 10 pages total for the 3 Sample Tasks).

This information, with the exception of the subcontracting plan and the key personnel submissions, will not constitute a part of an offer and will not become a part of any contract resulting from this RFP, unless the Government and an Offeror agree to make it a part of an offer through discussions. Any and all résumés not included in an Offerors proposal (under paragraph B3a below) prior to contract award must be resubmitted for approval for task order or other work upon contract award.

**1) Experience.** Offerors shall provide detailed technical descriptions of corporate-wide experience, to include no more than eight (8) commercial and/or Government contracts awarded, being performed, or completed that: a) fall any time within the past three years, and b) are the Offerors most relevant (related) experience to the work specified in the SOW of this RFP. Information provided in this section should be described individually, and be a detailed and factual description of how the work performed under each contract. Describe how the technologies, security, privacy, equipment, software, or system architectures used relates to the work to be performed in the SOW of this RFP. This information demonstrates the Offerors capability to perform the stated work. For each contract listed the contractor should separately identify any and all key individuals who worked on those contracts who are currently with the company (current and predecessor individual employee experience shall also be provided under paragraph B3 below). In addition, the Offeror shall provide a narrative that details how this experience relates to the SOW in this RFP. All other subjective, qualitative and performance assessment aspects of these contracts shall not be included here, but will be covered in the "Past Performance" section below.

**2) Past Performance.** Offerors shall provide the following information about each of the contracts (no more than eight) listed from "Experience" above:

- a) Name of Commercial Company or Government Agency and/or Contracting Activity
- b) Contract Number and/or Task Order Number
- c) Contract Type(s)
- d) Total Contract Value (both potential and funded)
- e) Title of work, program or system
- f) Contracting Officer's (or ACO's if applicable) name, phone & fax number, and e-mail address
- g) Program Manager, COR or End User's name, phone & fax number and e-mail address
- h) List of major subcontractors,
- i) Narrative

The "Narrative" shall not include detailed technical descriptions of the work performed as this should be included in the "Experience" paragraph above. All contracts listed here under "Past Performance," must also include and correspond to each and every contract listed and described under the "Experience" paragraph above. Information provided under "Narrative" shall also address subjective or qualitative data about the performance of work including problems encountered which may surface in past performance questionnaires from prior customers. Failure of an Offeror to provide complete, and up to date contact information (especially phone and email addresses) shall constitute an indication

of an Offerors lack of overall concern for quality performance.

**3) Technical/Management Approach for Accomplishing the SOW.** The Offeror shall discuss the following four topics:

**Key Personnel/Experience.** Offerors shall submit resume information relative to the key personnel proposed. This shall include as a minimum the Program Manager, Project Managers, as well as the maintenance personnel who must have the required TS-SCI security clearances to perform the on-site SVTS maintenance but may include other software or systems engineers. This experience shall include positions with current as well as former companies. Offerors must submit letters of commitment from any employee who is not currently employed by the Offeror at the time of proposal submission.

**Organization/Control/Visibility.** Furnish a plan for maintaining control over multiple products, multiple disciplines, and servicing multiple SVTS customer locations. The proposal must also demonstrate the program visibility the SVTS project will have within the Offerors management structure, including the reporting chain for the Program Manager. An organizational chart must be submitted and the corporate title and officer level of the proposed Program Manager identified. Offerors shall also address under this section the Maintenance Support Plan as defined in paragraph 3.3.2 of the SOW.

**Subcontract Plan.** In addition to the information required in the Subcontracting Plan provisions of the RFP, the proposal shall identify all members of their proposed team and provide formal subcontractor relationship documentation to include identification of planned personnel evaluation techniques to insure all team employees interact cohesively to support the government minimum requirements. Additionally, include as the last page of this section, a signed letter of commitment from a corporate official of each proposed subcontractor stating the availability of the subcontractor for SVTS tasking at contract award. The Offeror shall provide its plan to manage multiple remote site subcontractors and specifically address the timely and accurate incorporation of subcontractor cost and schedule reporting into his system of reporting. Calendar month reporting periods are considered optimum. Businesses proposing on these requirements are required to address their approach to maximizing the utilization of Small Businesses or Small Women-owned Businesses, Small Disadvantaged Businesses, and Historically Black Colleges Universities and Minority Institutions (HBCU & MI). This subcontracting plan shall follow the guidance set forth in FAR Part 19.704 and DFARS 219.704 and the associated FAR and DFARS Clauses.

NOTE: If an Offeror decides not to subcontract out any of the contract to the targeted groups listed above, this will neither count for nor against the Offeror for purposes of Competitive Source Selection, but the incentives and penalties as outlined in the award fee clause will still be followed.

**Quality Program.** The Offeror shall discuss the extent to which the Offerors organizational structure will promote the thorough, timely review of deliverables; the proposal should address approval levels and the role of Program Manager. The proposal must also demonstrate the existence of a continuous systematic analysis and improvement of on-going processes. The proposal shall provide evidence of a strong commitment by management to the philosophy of constant improvement in quality and should present the Offerors method to measure quality improvement

**4) Responses to the Three Sample Tasks.** In order for the Government to evaluate the contractor's ability to design and implement SVTS engineering and software changes, the contractor shall submit a system-engineering plan/proposal for implementing each of the sample tasks below. The Government does not guarantee that

any of these tasks will actually be implemented, but the Offeror shall be prepared to implement any of these changes upon award. The engineering plans for accomplishing the tasks shall include the following:

- (a) A description of the current process.
- (b) A description of possible hardware and software changes (with two options) to meet the requirements of the task.
- (c) Work breakdown required to design, build, test and install the proposed solution in the field in such a way as to minimize the risk of downtime and/or disruption.
- (d) A CPM or PERT chart of work to be done.
- (e) System test plans per the guidelines under Appendix G of this SOW.
- (f) Estimate of man-hours, T&M rates, material and other costs.

**Sample task 1:** SVTS is currently not Defense Information Infrastructure (DII) Common Operating Environment (COE) compliant. The contractor shall submit an architectural design as well as a plan for evolving the SVTS to a DII COE compliant architecture without changing the current functional and security requirements.

**Sample task 2:** As described in the system documentation, SVTS sites are currently utilizing the DS3 transmission links to communicate with each other. The contractor shall submit two options for transition from the DS3 to ATM without changing the current functional and security requirements.

**Sample task 3:** This third task may become the first task order that may be written under this contract. This would be for the contractor to move the DE&I facility from its present location (at the incumbent's facility inside the Washington, DC Beltway) to a nearby government-designated facility. This move would include: dismantling the entire facility, transporting the components to the new site, furnishing and installing all necessary security features and special site utilities (HVAC, electric power, etc.), reassembling the components, and testing the completed reassembled facility to ensure that it is in good working order and accurately simulates the current SVTS network. A separate task order will cover the cost of staffing and work within the facility (Note: SVTS equipment maintenance within the DE&I facility is to have been priced and included under the fixed price award fee maintenance portion of the resulting contract, regardless of where it is physically located). Minimum floor space requirements are currently approximately 3500 sq. ft.

As an option to this task, the Government would like the Offeror to price out and offer separate leased space outside of the Offeror's corporate facility to house the DE&I facility. This option is only to be exercised under this initial task order if the Government is unable to provide a separate location to house the DE&I facility prior to the period of performance of the resulting contract. Multiple location alternatives for Government approval are encouraged.

**C. Reading Room Instructions:** The following information and restrictions are a supplement to the information provided in the "pre award" DD254 Security Classification Specification:

- 1) The reading room will be available by appointment only
- 2) Offerors will be limited to two persons per visit.
- 3) Offerors will be limited to two separate visits
- 4) Offerors will be limited to four hours per visit
- 5) Offerors will be provided no supplies, paper or copy machines
- 6) Offerors wishing to make copies of unclassified data may do so using Offeror-furnished portable copiers only
- 7) The Data Item Descriptions (DIDs) associated with the DD1423 Contract Data Requirements List (CDRLs) will be made available only in the reading room, but may soon be made available through the Defense Technical Information Center's Web location.
- 8) The Register of Wage Determinations Under the Service Contract Act will be made available only in the reading room. The Service Contract Act Directory of Occupations is available on the Internet at the URL shown in Section J.

- 9) The Government reserves the right to inspect any notes, copies, or items leaving the reading room including the contents of containers, briefcases, etc.
- 10) The reading room will be open 26 January through 13 February 1998.

**D. Comments on Posted RFP prior to Closing date for receipt of proposals:** In light of the Government's intention to not hold discussions and to not allow best and final offers, Offerors are encouraged to submit questions, concerns and/or comments in writing about any aspect of this solicitation that they are not willing or able to comply with. Based on comments from prospective Offerors an amendment may be issued prior to the closing date for receipt of proposals if that change is considered to result in offers that better meet the needs of the Government. Every attempt will be made to reduce the chance of any change favoring any one prospective Offeror. There is no deadline for consideration of comments, however, early comments have a better chance of being addressed than late ones and late comments risk not being addressed at all with no liability on the part of the Government. Note: Although paragraph A) of this section makes distinctions between "offers" and "proposals," the Government may use both of these terms synonymously as well as the terms "solicitation" and "RFP" throughout this solicitation.

**E. Small Business Virtual Conference Room:** It is the Government's intention to set up a web site where small aspiring SVTS vendors may submit their names and capabilities in attempts to solicit opportunities to subcontract with prime bidders/contractors who may conversely be looking for Small or Small Disadvantaged Business candidates to help them meet their subcontracting goals. If this site is not established or does not work for any reason, the Government cautions prospective Offerors to not rely solely on this web site.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**NOTICE FOR OPTIONS:** The contract price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.

M-20. 52.217-5 **EVALUATION OF OPTIONS**  
(IAW FAR 17.208(c))

JUL 1990

M-600. **EVALUATION FACTORS FOR AWARD**

The Government will award the SVTS contract to the proposal representing the best overall value to the Government. The Government will determine best overall value on the basis of comparison of offers, Offerors capability, and the risks associated with these capabilities, considering all the information provided by each Offeror and/or as researched by the Government.

**1) Offer:**

**a) Non Cost/Price.** The Government will evaluate offers for acceptability on a pass or fail basis. The Government will consider an offer to be acceptable if - and only if - the offer manifests the Offeror's unconditional assent to the terms and conditions of the RFP, including, but not limited to the statement of work and the security clearance requirements. The Government will consider any offer that takes exception to any term or condition of the RFP, or

that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized condition, exception, or omission will constitute a deficiency (see FAR 15.301). The Government intends to award the contract without discussions.

**b) Cost/Price.** These will be evaluated based on cost reasonableness, cost realism, affordability, and/or overall cost to the Government. The Government may apply an independently estimated mix of labor hours to obtain a total price under the T&M portion for price comparison and evaluation purposes. More favorable consideration would be given to an offer with a lower available award fee, lower monthly maintenance price and lower hourly Time and Materials labor rate so long as these are well supported and not unrealistically low based on the Government's analysis.

**2) Capability.** The Government will evaluate the capability of the Offerors that submitted acceptable offers. The Government will evaluate their capability on the basis of: (a) experience, (b) past performance, and (c) understanding of the work, as follows:

**a) Experience.** The Government will assess each offeror's corporate contracts to determine, during the past three years, how many examples of work and how closely related that work was to the work cited in this requirement as compared to the nature, difficulties, complexity, uncertainties and risks associated with performing the work that will be required under the prospective contract. Under this section, the Government will not attribute to an Offeror the individual experience of the offeror's current or prospective employees if that experience was not under a contract awarded to and performed by the Offeror. Former employment experience of individual employees will be assessed under A2)(c) below.

**b) Past Performance.** Past performance is a measure of the degree to which an Offeror has kept its previous contractual promises and thus satisfied its customers. In the investigation of an offeror's past performance the Government will contact former commercial customers and/or Government agencies, and other private and public sources of information. The Government will evaluate the performance of the Offerors work experience based on the following survey/questionnaire criteria:

- 1) Quality of systems designed and built and Quality of maintenance services performed
- 2) Ability to design and/or deliver new systems and upgrades on schedule
- 3) Ability to meet response times and equipment repair times
- 4) Ability to maintain system availability/effectiveness levels
- 5) Reasonableness and accuracy of cost proposals and ability to control/minimize costs
- 6) Business management and relations including proactive communications, cooperation, flexibility, integrity, and problem solving
- 7) SDB and/or other Subcontracting goals and management record
- 8) Whether the customer would choose this contractor again, if given the opportunity

**c) Understanding of the Work.** The Government will evaluate each offeror's understanding of the work on the basis of the following equally weighted sub-factors:

- 1) "Technical/Management Approach for Accomplishing the SOW" submission, with each of the four equally weighted sub-elements listed in Section L, paragraph B.3), and
- 2) Three Sample Tasks

In making this evaluation, the Government will consider an offeror's: (1) knowledge of the content of the work; (2) recognition of the appropriate sequence and realistic duration of the work activities; (3) knowledge of the appropriate types of resources required (i.e. key personnel) to perform the work and of their appropriate allocation to the work activities; (4) familiarity with the difficulties, uncertainties, and risks associated with the work; and (5) knowledge of the personnel and qualifications necessary for performance of the work.

**3) Relative Importance of the Factors:** The evaluation factors are ranked below in descending order of importance:

- 1-Cost/Price
- 2-Experience
- 3-Understanding of the Work
  - A-Tech/Mgt Approach
  - B-Sample Tasks
- 4-Past Performance

In deciding which of the offerors submitting an acceptable offer is the best overall value, the Government will consider an offeror's *capability* (#2, #3 and #4) and the Government's level of confidence in that offer to be significantly *more important than cost/price* (#1). Sub-factors A and B under factor #3 are of equal weight. The Offerors capability will be the basis for developing the Government's level of confidence. The Government's risk assessment and level of confidence assessment will be used to determine the expected value of the promises in the Offeror's offer.

**4) Determining Best Overall Value.**

1) Technical. The Contracting Officer will ask each of the technical evaluators to evaluate all of the proposals assigning a score to each individual (non-cost/price) evaluation factor and sub-factor listed above, in addition to a narrative assessment supporting each score. Then, the Contracting Officer will calculate an overall technical score of each offer based on the relative/weighted importance of each of the above factors and sub-factors. Once this technical score is established and initial ranking of the proposals takes place on a technical basis, this quantitative score is no longer used but the qualitative narrative stating strengths, weaknesses, and risks will be used for purposes of the best value trade-off analysis.

2) Cost. The Contracting Officer will simultaneously have the Offers ranked from lowest overall cost to the Government (considering cost realism, attainability, affordability, reasonableness, and risk to the Government) to highest overall cost (or price) to the Government. These overall cost or expected value figures will continue to be used throughout the remaining best value trade-off process.

3) Initial Best-Value Comparison. If the proposal with the lowest overall cost also has the highest overall technical score, that proposal would reflect the best overall value to the Government.

4): Paired Trade-off Analysis. In order to determine which Offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons. If this initial lowest priced/cost offer did not have the highest overall technical score, then the next highest priced/cost offer would be paired with it to determine whether the marginal increase in price is worth the marginal differences in technical strengths, weaknesses, and risks. The comparative results are then documented. Obviously if the next highest priced/cost offer also has a lower technical score then the marginal differences are documented and it is set aside. This paired comparison process continues until any of the following situations occurs:



- a) no marginal increase in cost represents a greater value than the initial Offeror's technical merits,
- b) the proposal with the highest overall price/cost has such technical merit that it represents a greater overall value than any of the other lower cost proposals, or
- c) somewhere in between, after each and every pair of Offerors has been compared, the Contracting Officer will identify the Offeror representing the best overall value and document why it is so justified.

The independently estimated ratio of labor hours below will only be used to evaluate the "regular" T&M labor rates proposed ("Overtime" rates will not be used for evaluation purposes, however, any portion of overtime rates in excess of time-and-a-half will not be allowable). When multiplied by each Offeror's proposed composite labor rates, will be combined with the FPAF total and thus calculate a total cost offer for each Offeror for purposes of best value trade-off analysis.

<u>Hours</u>	<u>Labor Category</u>
7,560	Program Manager
15,120	Project Manager
11,340	Lead Senior Systems Engineer
18,900	Senior Systems Engineer
52,920	Systems Engineer
11,340	Lead Senior Software Engineer
18,900	Senior Software Engineer
37,800	Software Engineer
7,560	Database Administrator
18,900	Systems Administrator
15,120	Lead Engineering Specialist
22,680	Senior Engineering Specialist
34,020	Engineering Specialist
15,120	Senior Equipment Installer
34,020	Equipment Installer
7,560	Configuration Management Administrator
7,560	Senior Designer
11,340	Designer
11,340	Drafting Technician
945	Senior Materiel Administrator
945	Materiel Administrator
1,890	Materials Specialist
3,780	Program Administrator
3,780	Associate Program Administrator
1,890	Program Analyst
3,780	Subcontract Manager
1,890	Project Coordinator or Secretary
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378,000	Total - T&M labor (base plus four options).